

DAVID M. SULLIVAN Direct Tel: 405.234-3236 Direct Fax: 405.272.5926

sullivad@crowedunlevy.com

PECEIVE OCT 2-5 2002 TC 1700

October 22, 2002

Express Mail Receipt No. EL638305989US Deposited on October 22, 2002

Commissioner for Patents Washington, D.C. 20231

> Assignee: Re:

Environmental Textiles, USA, Inc., a Delaware L.L.C.

Application No.:

09/963,854

Filed:

09-26-01

Title:

TRENCH PROCESS AND APPARATUS FOR DYE

REMOVAL FROM DENIM SCRAP

Our Docket No.:

P1690US01

Dear Commissioner:

Enclosed herewith for filing in connection with the above referenced patent are the following documents:

- POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST 1. (REVOCATION OF PRIOR POWERS) AND STATEMENT UNDER 37 CFR 3.73(b); and
- Copy of the Notice of Recordation of Assignment recorded in Reel/ 2. Frame: 012274/0217, indicating current Assignee status, and
- an ACKNOWLEDGMENT POSTCARD. 3.

These papers are being sent by Express Mail Receipt No. EL638305989US on October 22, 2002.



October 22, 2002 Page 2

Please advise if anything further is required.

Sincerely,

David M. Sullivan

For The Firm

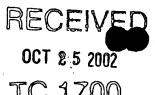
Registration No. 51,025

DMS/kas

Enclosures

cc: Environmental Textiles USA, Inc.





TC 1700

P1690US01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Gary F. Hirsch, Robert T. Patton and David M. Hall

Assignee:

Environmental Textiles, USA, Inc., a Delaware L.L.C.

Appl. No.:

09/963,854

Group No.: Umknown

Filed:

09-26-01

Examiner: Umknown

For: TRENCH PROCESS AND APPARATUS FOR DYE REMOVAL FROM DENIM SCRAP

Commissioner for Patents Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST (REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above identified application,

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following practitioners are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith.

> Phillip L. Free, Jr., Registration No. 38,143 David M. Sullivan, Registration No. 51,025

> > AUTHORIZATION OF ATTORNEYS TO ACCEPT AND FOLLOW INSTRUCTIONS FROM REPRESENTATIVE

The undersigned to this power of attorney hereby authorizes the U.S. attorneys named herein to accept and follow instructions from

Phillip L. Free, Jr. David M. Sullivan Crowe & Dunlevy 1800 Mid-America Tower 20 North Broadway Oklahoma City, OK 73102

1101354

(Power of Attorney by Assignee of Entire Interest-page 1 of 2)





as to any actions to be taken in the Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and the undersigned. In the event of a change in the person from whom instructions may be taken, the U.S. attorneys will so be notified by the undersigned.

SEND CORRESPONDENCE TO:

DIRECT TELEPHONE CALLS TO:

Phillip L. Free, Jr. Crowe & Dunlevy 1800 Mid-America Tower 20 North Broadway Oklahoma City, OK 73102-8273 405-239-6656

Assignee:

Environmental Textiles, USA, Inc., a Delaware L.L.C.

P.O. Box 2340

Claremore, OK 74018-2340

Recorded herewith

ASSIGNEE STATEMENT UNDER 37 CFR § 3.73(b)

Environmental Textiles, USA, Inc., a Delaware L.L.C., states that it is the Assignee of Entire Interest in the patent application/patent identified above by virtue of an Assignment from the inventor(s) of the patent application/patent identified above. A copy of the Assignment is attached. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 10-10-02

Signature

K. Jøy Nunn Manager

Assignee

Environmental Textiles, USA, Inc., a Delaware

L.L.C.

1101354

(Power of Attorney by Assignee of Entire Interest-page 2 of 2)



JANUARY 04, 2002

PO BOX 61047 PALO ALTO, CA

WOODSIDE IP LAW GROUP MICHAEL HETHERINGTON

94306

PTAS

Chief Financial Officer and Chief Administrative Officer Washington, DC 20231 www.uspto.gov

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE. ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/16/2001

REEL/FRAME: 012274/0217

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

G. HIRSCH & CO.

DOC DATE: 09/27/2001

ASSIGNEE:

ENVIRONMENTAL TEXTILES USA INC., A DELAWARE LLC 844 N.W. LOWRY ROAD CLAREMORE, OKLAHOMA 74017

SERIAL NUMBER: 09963854

PATENT NUMBER:

FILING DATE: 09/26/2001

ISSUE DATE:

SERIAL NUMBER: 09963846

FILING DATE: 09/26/2001

PATENT NUMBER:

ISSUE DATE:

ANTIONE ROYALL, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS RECEIVED

AUG 3 0 2002

CROWE & DUNLEVY



10-26-2001

No.: GH 2

IEET

FORM PTO- 395 (Modified) (Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
P08A/REV03 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

MB No. 0851-0027 (exp.5/31/2002) BBAREVO3 101887	7098
Tab settings → → ▼	ks: Please record the attached original documents or copy thereof.
To the Honorable Commissioner of Patents and Trademan. Name of conveying party(ies): G. Hirsch & Co.	2. Name and address of receiving party(ies): Name: Environmental Textiles USA Inc., a Delaware LLC Address: 844 N.W. Lowry Road
Additional names(s) of conveying party(ies) attached?	OCT 2 5 2002
3. Nature of conveyance:	1C 170U
Assignment	City: Claremore State/Prov.: OK
Other	Country: USA ZIP: 74017
Execution Date: Sept. 27, 2001	Additional name(s) & address(es) attached?
 4. Application number(s) or patent numbers(s): If this document is being filed together with a new application Patent Application No. Filing date 963, 854 September 26, 2001 September 26, 2001 	B. Patent No.(s)
Additional numb	ers attached? Yes X No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 2
Name: Michael Hetherington	
Registration No. 32,357 Address: Woodside IP Law Group	credited or debited to deposit account
P.O. Box 61047	Authorized to be charged to deposit account
10/26/2001 BTDH11 00000026 09963854	8. Deposit account number:
01 FC:581 80.00 0P State/Prov.: CA	501866
Country: USA ZIP: 94306	(Attach duplicate copy of this page if paying by deposit account)
the course of th	NOT USE THIS SPACE
tite animal document	information is true and correct and any attached copy is a true copy
Michael Hetherington	Signature Oct 16 2001 Date
Name of Person Signing Total number of pages incli	luding cover sheet, attachments, and document:



CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS we, the undersigned G. Hirsch & Company, Inc., (hereinafter termed "Assignor"), a California corporation having a business at 1815 Rollins Road, Burlingame, County of San Mateo, State of California, 94010, and having acquired all ownership rights, title and interest to the pending U.S. patent applications for inventions entitled:

TRENCH PROCESS AND APPARATUS FOR DYE REMOVAL FROM DENIM SCRAP

and 1)YE REMOVAL FROM DENIM SCRAP WITH A FORCED CIRCULATION KIER

Said patent applications having U.S. scrial numbers (not yet assigned), and filed with the Unite | States Patent Office on the 26th day of September, 2001.

WHEREAS Environmental Textiles, USA, Inc., a Delaware Limited Liability Corporation having its principal address at 844 N. W. Lowry Road, Claremore, Oklahoma 74017, (hereinafter termed "Assignee"), wishes to acquire the entire right, title and interest in and to said patent applications and the inventions disclosed therein, and in and to all embodiments of said inventions, heretofore conce ved, made or discovered by the inventors (hereinafter termed "said inventions"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Assign or to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey to said Assignee, the entire right, little and interest (a) in and to said patent applications and said inventions; (b) in and to all rights o apply in any or all countries of the world for patents, certificates of inventions or other govern mental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all patent applications filed and an / and all patents, certificates of inventions or other governmental grants granted on said invent ons in the United States or any other country, including each and every application filed and each and every patent granted on any applications which are a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the Un ted States and other countries. Such cooperation by said Assignor shall include prompt





production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, speci ications, declarations or other papers, and other assistance all to the extent deemed neces sary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said patent applications; (d) for filing and prosecuting substitute, divisional, continuing or addit onal patent applications covering said inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provi led, however, that the expense incurred by the inventors in providing such cooperation shall be pa d for by said Assignee.

- The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assig nor, and his or her heirs, legal representatives and assigns.
- Said Assignor hereby warrants and represents that the Assignor has not entered 4. and vill not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to sai I Assignee on the date of acknowledgment before the Norary Public as given below.

> G. Hirsch & Company, Inc. Gary F. Hirsch, President

_, personally appeared _

persons ly known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is endoscribed to the within instrum at and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the

instrum at the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNE is my hand and official seal.

ROSAMARIA ARAUZ Commission # 1297206 Notary Public — California San Francisco County My Comm. Expires Apr 11, 2005